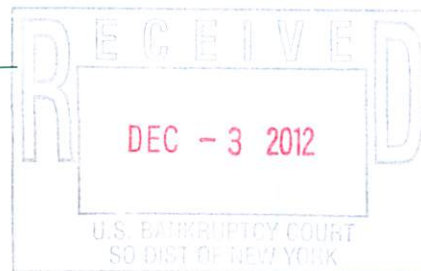


7012 2210 0002 4698 0152



JAY WILLIAMS
5731 Post Rd.
Bronx, NY 10471

November 20, 2012

GMAC Mortgage
PO Box 1330
Waterloo, IA 50704

Consumer Financial Protection Bureau
P.O. Box 4503
Iowa City, Iowa 52244

Office of the Comptroller of the Currency
Case #
1301 McKinney Street, Suite 3450
Houston, TX. 77010-9050

Independent Review Administrator
PO Box 2587
Faribault, MN 55021-9981
Case #

Freddie Mac
8200 Jones Branch Dr.
McLean, VA 22102

NY Attorney General
The Capitol
Albany, NY 12224-0341

NJ Lenders Corp
219 Paterson Ave.
Little Falls, NJ 07424

MERS
1818 Library St, Ste 300
Reston, VA 20190

US Bankruptcy Court
One Bowling Green, Rm 534
New York, NY 10004

NY State Dept. Financial Services
One State Street
New York, NY 10004-1511

GMAC Bank
1100 Virginia Dr.
Ft. Washington, PA 19034

Gary S. Lee, Attorney
1290 Avenue of the Americas
New York, NY 10104

ResCap Claims, c/o KCC
P.O. Box 5004
Hawthorne, CA 90250

Rescap Claims, c/o KCC
2335 Alaska Ave.
El Segundo, CA 90245

RE: Account No.: GMAC Mortgage LOAN # 0602003163 US BK Chapter 11
JAY WILLIAMS, 5731 Post Rd., Bronx, NY 10471
MERS# 100030900100303331 CASE # 12-12020 (MG) BAR DATE - 11-09-12

ATTN: LEGAL

DEMAND FOR VERIFICATION/DISPUTE PROOF OF CLAIM

Dear GMAC MORTGAGE, Freddie Mac, New York AG, CFPB, OCC, NJ Lenders Corp, MERS, Residential Capital, LLC., US BK Court, ResCap Claims and others:

I DISPUTE THE PROOF OR CLAIM THAT GMAC MORTGAGE HAS ON THE ABOVE MORTGAGE NOTE DATED FEBRUARY 27, 2008. As you stated in your correspondence on August 20, 2012 and November 15, 2012, GMAC Mortgage did not assign or transfer my note or mortgage since the loan inception. Since this is the case, I demand to see the original funding transaction of this loan, where it came from, and all costs, fees, and other amounts used in this funding. Since you are the originator, and this information is required by law, I demand to see it. This must be the only loan by a National Bank in America that was not securitized. As you stated, there are no securitized trusts, or other investors associated with this loan, other than Freddie Mac. So, my requests and demands will be a simple item to complete, as you are a major Bank in America required to keep this accounting by law through the Securities and Exchange Commission and the IRS, and as the borrower, I am entitled to review it. With the current events and findings of the New York State Department of Financial Services, I believe, along with the state, that you have used illegal gotten gains to finance my mortgage through several different money laundering schemes, similar to Standard Chartered Bank.

Pursuant to any other request made at this point, I demand and request that you provide me with the following documents and information pertaining to the above Mortgage Loan, Mortgage and Note, so that I can have those documents and information available to me. You have stated that the investor on my mortgage and note is GMAC Bank. When you state that the current owner of my loan is GMAC Bank, where are the transfers to and from the trust that it is in? I demand to see the financial transaction that originally funded the above loan, who funded it, and with the recorded documentation showing any transfers, and for each and every designated location for each payment I have made in the past. In other words, exactly where did the money come from to fund this loan, and where does each dollar go to that I have made in the past. How were my payments broken up, and to whom did they go to? I do not care to see the principle and interest payments. That is irrelevant to me. I want to see where the money went to, and who was paid from my payments.

I demand to know the name of the trust that the above note was placed in. GMAC Mortgage should be able to show the original funding transaction that funded the above loan, or any other payment they made to purchase this loan, and if not, it possibly was funded illegally. I refuse to contribute to illegal activity using me and my signature on documentation as a means to further illegal and criminal activity. Please indicate so in your correspondence, as your last correspondence dated August 20, 2012 and November 15, 2012 was meaningless, and did not answer any questions, demands or requests.

At this point, I **DISPUTE THE PROOF OF CLAIMS and DENY THE ABOVE MORTGAGE** that you purportedly have in possession, the above mortgage loan OR NOTE, and the original documentation to verify this proof of claim, to be exact, the original Mortgage Note above and the original funding verification of this mortgage note and loan (with wire transfer, instructions and memos). Neither GMAC Mortgage nor Residential Capital, LLC. has any right to this loan or note, or any claim to it at all.

As a third request, proof of claim and demand, please submit to me the following:

1. The original or a certified copy of the Mortgage, the mortgage note, and each assignment of the Mortgage or mortgage note, if not previously provided. The entire Loan File, including the original financial transaction funding the loan and items Paid Outside Of Closing. You must verify that it was a legal transaction from a legal entity or investor, with proof of transaction. This is one of the Disputed Proof of Claims.
2. The MERS Milestones and MIN Summary relating to this loan, along with all of the Securities and Exchange Commission Filings on the Mortgagee of my note, **PURPORTEDLY, GMAC Bank**. With the MERS Milestone, please provide an accounting of each transfer of the above Note, complete accounting from the MERS system, and the other complete set of accounting from the Mortgagee at that time, or any other time, in reference to my loan or my Note. The MERS Statement shows that **GMAC Mortgage** is now the servicer. I found a RoboSigned Assignment executed stating that my note was assigned to Freddie Mac. Where has it been for the past 4 years? Why did you (or them) just transfer my note? There were no recorded Assignments to prove this. Was it because of the foreclosure status? **I demand to see the financial transaction that purchased my note, with the wire transfer, financial accounting or check.** You have not handled this transaction legally, and I demand that it be done correctly, and by the law, or I will continue this action in court.
3. The Pooling and Servicing Agreement, if any, relating to this loan and the **PURPORTEDLY GMAC MORTGAGE Trust Agreement**, if applicable, referencing this loan as one included in the Trust.
4. The name of the **PURPORTEDLY GMAC MORTGAGE** or other entity Trust into which my loan has allegedly been placed, along with the CUSIP number of the Trust, if the Trust is one registered with the Securities and Exchange Commission. The name of any other Trust or Tranche that this note has been in from the inception, and any transfer information of my note, along with any 8K and Suspension of Duty filings.
5. The name and business address of an authorized representative of the warehouse, building office or other facility where the original of the Note, including any endorsements or Allonges is currently being kept, stored or maintained. **A current copy of the Note, including any endorsements, assignments or Allonges.**
6. The current name, phone number and business address of any person who endorsed the note on behalf of **GMAC Bank** to any trust or other entity and the date when that endorsement was placed on that instrument.
7. A copy of any purported endorsement on or Allonge affixed to the original note showing a transfer of the note by endorsement or Allonge or by change of possession from **GMAC Bank** to the trust or entity in which it is being traded.

8. The name, Job Title and business address of the representative to be designated as the person most knowledgeable about the following subjects: (1) the alleged transfer of the original lender **GMAC Bank**'s interest in the Note, (2) the securitization, if any, of my home mortgage loan, (3) the name of the sponsor, (4) the name of the depositor, (5) the requirements set forth in the Trust Agreement or Pooling and Servicing Agreement for the transfer of the Note to the Trust for the Investors and for the assignment of the Mortgage set forth in the Pooling and Servicing Agreement or other documents directing the procedure for incorporating the note and Mortgage into the trust, (6) the Master Servicing Agreement.

9. The full name, job title and business address of the person who signed as the Assistant Secretary to Mortgage Electronic Registration Systems, Inc. (MERS), along with the documentation attesting to the fact that he/she held that position, with the right to sign legal documentation on behalf of MERS.

10. A copy of one of the certificates sold to investors in the trust in which my loan allegedly forms a part.

11. All documents including e-mails and notes of telephone conversations between any representative of GMAC Mortgage and any other lender relating to any proposed or consummated loan modification along with the name, business address and job title of any representative or employee of GMAC MORTGAGE or with authority on their behalf to modify my home mortgage loan..

12. Any correspondence or e-mails by or between the successor trustee and GMAC MORTGAGE relating to my loan including the steps taken to non-judicially foreclose my loan, with all supporting documentation.

13. A copy of the letter or other notification to me of the acceleration of the Note.

14. Whether GMAC MORTGAGE plans to acquire the above property if they ever have possession, or to sell the property.

15. The name and business address of any person engaging in any discussions with me regarding a possible loan modification including: (a) the date of any such discussions, (b) the content of any such discussions, (c) whether the person agreed to review documents in connection with any loan modification request and (d) the outcome of an such discussions.

16. The original appraisal that was conducted on the above property, and how that amount of purchase money was achieved. Was an Appraisal conducted in connection with any discussions between GMAC MORTGAGE and any Trust or investor regarding the decision to accelerate the note and to record the Foreclosure Sale? If so, provide a copy of any such appraisal report along with the name and business address of the appraiser involved. Provide the name, contact information and business address of the

original appraiser, along with all documentation of the appraisal with the address and legal description.

17. Has GMAC MORTGAGE ever paid the proceeds of any mortgage guarantee insurance to any person or entity? If so, state the name and address of the person or entity enforcing a guarantee of this loan and the amount of the proceeds paid to any insured, and any such proceeds in reference to the above loan and note.

18. A copy, signed by me, of the **February 27, 2008** Mortgage and Note, the original Corporation Assignment of Mortgage from to GMAC Mortgage or to any Trust or other entity, and the Note showing such transfer, with associated transfer stamps and recorded Assignments. Provide all records and Accounting for this transfer, to include purchase price and Financial Transaction, and where the funds originated for this acquisition. Include any and all accounting with all transfers and transactions with my note.

19. All documents setting forth any servicing agreement between the investor and GMAC Mortgage, and any entity with reference to the mortgage loans of my GMAC Mortgage loan number 0602003163, or any other associated document in reference to my loan or my Note or Loan Documents.

20. All Pooling and Service Agreements, Custodial Agreements, Deposit Agreements, Master Purchasing Agreements, Master Servicing Agreements, Issuer Agreements, Commitment to Guarantee Agreements, Release of Document Agreements, Master Agreements for Servicer's Principal and Interest Custodial Account, Servicer's Escrow Custodial Account Agreements, Release of Interest Agreements, or Trustee Agreements relating to the mortgage loan of the GMAC MORTGAGE Loan Number 0602003163.

21. All policies of insurance, including but not limited to private mortgage insurance, insurance in favor of any trustee or loan trust, LPMI policies, NIM policies, UCC Eagle 9 mezzanine policies, ISDA swap policies, master and bulk supplemental policies, mortgagee title policies, or any other insurance which provides benefits to either of the GMAC Mortgage or any party in privity with either of the GMAC Mortgage or the original lender or successor thereto or securitized trust upon default by me in connection with my mortgage loans. All documents setting forth any claims made against any policy of insurance the subject of my loan or note above.

22. All documents setting forth any payments made or received in connection with any claim the subject of request number "20-22" above.

23. All documents setting forth any denial or reservation of rights as to any claim made in connection with any policy of insurance the subject of request number "20-24" above.

24. All documents setting forth the entire chain of title to the mortgage instruments and notes of my loan and note from the original lender to the present.

25. All documents demonstrating any funding of any of my mortgage loan the subject of this action by any certificated or uncertificated security.

26. A full accounting of the mortgage and note from the inception of the loan, including sources of funding (with contact information), dates of trading, amounts of compensation paid at each transfer.

27. The 8K, 10K, Suspension of Duty and Prospectus of each and every Trust that my note was in, as well as every filing with the SEC and IRS from that trust or trustee, to include all contact information of the certificate holders of each trust.

28. The name of the trust that the note is currently in.

29. All documents concerning any consideration exchanged between any persons or parties in connection with the assignment or sale of any part of, or right under, or right incident to any of my mortgage loans (e.g. assignment or sale of mortgage, assignment or sale of note, assignment or sale of servicing rights, assignment or sale of right to income stream from borrower payments, assignment to a mortgage pool, assignment to any SIV, CMO, CDO, MBS, or CDS, [as defined herein infra], and the like).

30. All documents evidencing all payments made by me or any third party on or toward my loan obligations at any time.

31. All documents setting forth any credits applied against any balance due on my mortgage loans at any time, including amount of credit, date credit applied, source of credit, and obligation to which credit was applied (e.g. principal, interest, late fees, etc.)

32. All documents setting forth the present physical location of the original mortgage instrument and the original note for any of my mortgage loans claimed to be owned by GMAC Mortgage. All documents setting forth the name, address, and telephone number of the physical custodian of the original note and original mortgage instrument for any of my mortgage loans claimed to be owned by GMAC Mortgage

33. All documents and accounting setting forth the assignment of either the mortgage instrument or note for any of my mortgage loans, which are claimed to be owned by GMAC Mortgage, to any particular Specialized Investment Vehicle (SIV), Collateralized Mortgage Obligation (CMO), Collateralized Debt Obligation (CDO), series of mortgage-backed securities or certificates (MBS), or collateral default swap (CDS).

34. All documents setting forth the full name, current address, and telephone number of each holder of or investor in any SIV, CMO, CDO, MBS, or CDS which is collateralized in whole or in part by any of my mortgage loans or any right incident thereto or thereunder.

35. IRS Form 1099-OID for my mortgage loan, or any other IRS document pertaining to My loan or Note. IRS Form 1066 with accompanying Schedule Q for my mortgage loan.

36. All servicing contracts between any insurance tracker and any loan servicer as to my mortgage loans and/or any securitized mortgage loan trust into which any of my mortgage loans were assigned or placed, including all addenda and schedules thereto or identified therein including but not limited to Service Level Agreements (SLA), Return To Lender (RTL) documents, and any listing of Unable To Locate (UTL) Documents.

37. All documents identifying the Operations Account Manager (OAM) for the specific account(s) related to my mortgage loans or Note.

38. All documents concerning or relating to any reports of transactions between financial and foreclosure-related systems as to my mortgage loans including but not limited to reports provided by Fidelity systems and/or tracked in web-based filing cabinets (including but not limited to Balboa_IT_CCS) and in any system including but not limited to AXSPoint, COOL, or otherwise.

39. All reports of any experts, accountants, and the like upon which GMAC Mortgage intend to rely in the trial of this cause or at any hearing, and all documents upon which GMAC Mortgage intends to rely or which they intend to introduce into evidence in support of any Motion or at the trial of this cause.

FACTUAL ALLEGATIONS

The core of this action arises out of the biggest criminal fraud in history – predatory lending, the unlawful securitization of real property loans, and criminal fraud in real estate loan servicing and collection. Where did the money come from to fund the above loan, and exactly how much was used to fund the loan. Where did the other amounts of the original funding amount go?

Predatory Lending

It is of such common knowledge that the Court can take judicial notice of the fact that the entire nation was victimized by Predatory Lending.

The specific facts are set forth in, “The Monster, How A Gang of Predatory Lenders And Wall Street Bankers Fleeced America – And Spawned A Global Crisis, Michael W. Hudson, Times Books, Henry Holt and Co. LLC., 2010 (“Monster”).

Monster is complete with legal citations, annotations, and irrefutable legal proof.

Securitization

Real property loans throughout the United States were securitized in the “RMBS” market (Residential Mortgage Backed Securities) and the “CMBS” market (Commercial Mortgage Backed Securities),

As is typical when a loan is securitized, the funds Property Owners borrowed did not come from any source that Property Owners could readily identify. Instead, the money came from “Investors,” the identity of whom was concealed by those involved in originating the loan (“Originators”). Notably, Investors all over the world who actually loaned Property Owners money in the first place have filed countless of their own legal actions based at least in part on the very same allegations of predatory lending Property

Owners were subjected to. Some examples are: New Orleans Employees' Retirement System et al v. Federal Deposit Insurance Corporation, et al., United States District Court, Western District of Washington at Seattle, Case No: 2:09-cv-00134-MJPE. Even quasi-federal agencies that invested are filing actions. See, e.g., Federal Home Loan Bank of San Francisco v. Credit Suisse, CGC-10-497840 and Federal Home Loan Bank of San Francisco v Deutsche Bank, CGC-10-497839, San Francisco Superior Court (collectively all of the above investor actions are the "Investor Cases"). The Federal Home Loan Bank of New York, reputed to be the largest and most powerful banking institution in the world has publicly it's intention to file similar suit against GMAC Mortgage. The U.S. Government has also filed suit.

Even before the loans were made, the "Securitizers" had planned and arranged to securitize the loans. In the course of securitizing the loans, Securitizers had a practice of taking more money from the Investors than was loaned to the Property Owners and the Investors. In addition, there were usually "credit enhancements" which could take several forms including such things as "excess spreads", over collateralization, reserve accounts, surety bonds, wrapped securities, letters of credit, and cash collateral accounts. (See, http://en.wikipedia.org/wiki/Credit_enhancement for a more detailed description). The well-known problems with American International Group (AIG) relate to credit enhancements. Both the Property Owners and the Investors have claims to the credit enhancement funds as well as undisclosed fees taken by the Originators and Securitizers and possible credits and offsets for other items.

As to Property Owners, such funds should be credited against their loans. But it is even worse. For example, according to Property Owners' records they overpaid at least tens of thousands of dollars were not actually owed. Property Owners allege that once a proper accounting is done and proper credits applied, it will be shown that Property Owners will owe nothing on their loans making the unlawful detainer action used to evict them simply a part of the ongoing fraud. GMAC Mortgage had actual knowledge of this, yet, they decided to aid and abet in the fraud.

Securitization Of Mortgage Loans Including Property Owners

Securitization is intentionally complex and the details and even some of the mathematical calculations involved cannot be succinctly set forth in a complaint.

As set forth in the Investor Cases, the securities that the "Securitizers" (anyone involved in securitization) sold are so-called asset-backed securities, or "ABS," created in a process known as securitization. More specifically, they involved a complex financial instrument product known generically in the securities industry as collateralized debt obligations ("CDOs"). "Synthetic" CDOs are even more complex instruments that are "derivatives" based only indirectly on the CDOs (i.e., Credit Default Swaps).

Securitization begins with the sale of bonds to Investors (usually they are sold "forward") meaning they are sold to the investors before the Investors' funds are given to mortgage borrowers such as the Property Owners. Only some of the funds were then used to fund loans such as Property Owners. Investors were led to believe all of their funds except for reasonable fees were forwarded, but this was false.

The entities involved in making the loans are known as the Originators. The process by which the Originators decide whether or not to make particular loans is known as the underwriting of loans. During the loan underwriting process, representations were made to the Investors that the originators would apply various criteria to try to ensure that the loan will be repaid. However, they did not do so and instead, the way the securitization scheme was structured, it was actually in the best interests of the "Securitizers" (including Originators) for the loans to fail. They were clearly not acting with the interests of Property Owners or the Investors in mind.

Until the loans are securitized, the borrowers on the loans sometimes make their loan payments to an Originator, but this may never occur or only be for a very short time. Collectively, the payments on the loans are known as the cash flow from the loans. A large number of loans, often of a similar type, were supposed to be grouped into a collateral pool. The Originator of those loans claims it sells them (and, with them, the right to receive the cash flow) to a special purpose vehicle called a trust by the Securitizers. The trust is supposed to pay the Originator cash for the loans. As mentioned, the trust raises the cash to pay for the loans by selling bonds, in the form of certificates, to Investors. Each certificate purportedly entitles its holder to an agreed part of the cash flow from the loans in the collateral pool.

There are tranches of investment bonds sold. Typically, "Tranche A" is a veneer of conventional mortgages where the borrowers appear creditworthy. Other tranches had much less credit worthy borrowers. Using the creditworthy borrowers, the Securitizers obtained ratings on the bonds that were inaccurate at best. Securitizers conspired with the rating agencies to mislead investors. Thus, schematically, these are some of the steps in a securitization in no specific order:

- a. Investments are created for Investors usually in the form of Bonds.
- b. Credit Enhancements are obtained.
- c. Rating agencies are provided misleading information and paid to rate the Bonds as "safe".
- d. Investors pay money to the trust.
- e. The trust issues certificates to the Investors.
- f. The trust pays money to the parties up the chain toward the borrower/property owner through the Originators.
- g. Only part of the funds are used to fund mortgage loans such as the one made to Property Owners.
- h. The rest of the money is kept by the Originators and Securitizers in the scheme. In other words, by way of example, the Investors might think they are funding a loan for \$1 million, however, only \$500,000 is actually loaned to borrowers such as the Property Owners, and the Securitizers keep the rest through a complex series of transactions.
- i. The Originator and Securitizers plan in advance for the loans to default.
- j. Loans made to persons like Property Owners are purportedly placed into one or more pools.

k. The Originator was supposed to assign to the trust the loans and in particular the promissory notes, which were to be placed into a collateral pool, including the right to receive the cash, but a proper assignment/transfer was never done.

l. The trust is supposed to collect cash flow from payments on the loans in the collateral pool; however it has no legal right to do so even under the lengthy, complex documents used in securitization.

m. When the mortgage loans go into default, the Securitizers demand that payment be made to the Investors by the “credit enhancements.”

n. In “Credit Default Swaps” the Securitizers also placed “bets” that the loans would not pay off (as was planned) in order to cover the difference between what was loaned to borrowers such as myself and what was funded by the Investors and make another hidden profit for the Securitizers. According to some published reports, these unregistered securities were frequently more than 30 times the principal on the mortgage loans (such as Property Owners’). Thus, if the borrowers such as Property Owners did not perform on the loans, the Securitizers would make more money than if they did.

o. After default, even though the mortgage loan is technically paid in full if a proper accounting were done, and legally the Securitizers have no right to collect, the Securitizers, usually through “servicers”, pretend the loan is still owed by the borrowers. They pretend and represent to persons such as Property Owners money is owed on the loans to the original named “beneficiary” on the deed of trust, and try to foreclose on the mortgage and steal the mortgaged real property from borrowers such as the Property Owners. The Mortgage Electronic Registration System (“MERS”) was often used as a part of the scheme named as the “nominal beneficiary” to pretend it had the right to transfer the mortgages and/or collect money from the borrowers such as Property Owners.

p. Securitizers hire law firms who know or should know collection of loans such as the Subject Loan is improper and routinely conceal information concerning such to the courts. (In Re Nosek)

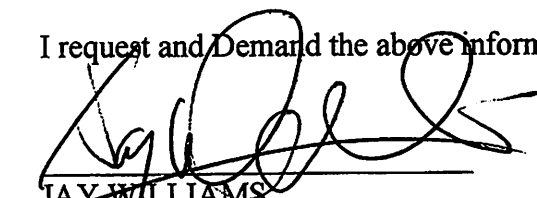
q. The U.S. Supreme Court has found that these law firms are liable in class actions under the Fair Debt Collection Practices Act. (Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LP, et al., 130 S. Ct. 1605; decided April 21, 2010). 27. At the risk of being redundant, but also more specific and adding that the taxpayers are paying for this, the order of things is usually as follows:

- The first transactions that occurred were the sale of securities to unsuspecting investors.
- The second transaction that occurred was that the investor money was put into an account at an investment banking firm.
- The third transaction was that the investment banker divided the money between fees for itself and then distributing the funds to aggregators or a Depository Institution.
- The fourth transaction was the closing with the borrower. The loan was funded with the money from the investor after deducting large undisclosed fees and also because of the disparity between the interest payable to the investor and the interest payable by the borrower, a yield spread was created, adding huge sums to what the investment banker took without disclosure to the investors or the borrowers.
- The fifth was the assignment and acceptance of the loan generally into between 1 and 3 asset pools, each bearing distinctive language describing the pool such that they appeared to be different assets than already presumed to exist in the first pool.

- The eighth was the federal bailout payments and receipts allocable to the balances owed on the loans that were claimed to be part of the pool.
- The ninth are the foreclosures by parties who never provided any money which is often the original named beneficiary on the trust deed.
- In the alternative fraudulent and forged assignments were made, so it could be alleged the GMAC Mortgage law firm represent investors ("robo-signing") occurred which is currently the subject of criminal investigations.
- Lastly, attorneys are hired to evict the Home owners such as Property Owners.
- After eviction, the house is sold to a new Home owner who is also defrauded since they are told none of this, and no one knows at this point where the proceeds from the sales go.
- It is unlikely it goes back to the government which has at least indirectly funded all this through "bail outs".

Let's put aside securities fraud claims that I have, along with the state of New York may have, for troubled mortgage-backed securities, since those have nothing to do with the Robosigning revelations... And the state Attorney General could also claim that the behavior of mortgage servicers in the foreclosure process amounts to systemic fraud or racketeering. The reason the servicers needed several million documents – that were eventually created by robo-signers – is that the securities companies who created and sold these trusts failed to get the documents promised in the prospectuses, the Pooling and Servicing Agreements and in their annual certifications to the SEC.

I request and Demand the above information and documentation on my loan and note.


JAY WILLIAMS

These documents have been sent to the above addresses via Certified Mail.

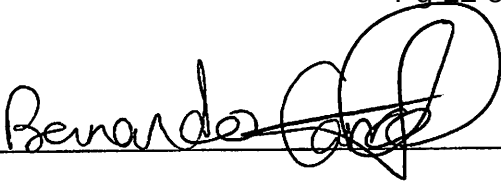
State of New York}
County of Bronx}

On nov 28th 2012 before me, ^{RLC} Bernardo Cancel
personally appeared JAY WILLIAMS who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of New York, County of Bronx that the foregoing paragraph is true and correct.

Witness my hand and official seal.

BERNARDO CANCEL
Notary Public, State of New York
Qualified in Bronx County
No. 01CA6142915
My Commission Expires 09-29-2014

BERNARDO CANCEL
Notary Public, State of New York
Qualified in Bronx County
No. 01CA6142915
My Commission Expires 05-25-2014


Public

(Notary Seal) Signature of Notary

CC: Attorney General of New York
Securities and Exchange Commission
New York Bar Association
New York Department of Financial Institutions
Office of the City Register

Federal Deposit Insurance Corporation
Comptroller of the Currency
New York Secretary of State
Federal Reserve
County Attorney

Office of the Attorney General

The Capitol
Albany, NY 12224-0341
FDIC, Consumer Response Center
2345 Grand Boulevard, Suite 100
Kansas City, MO 64108-2638

SEC Headquarters

100 F Street, NE
Washington, DC 20549

Comptroller of the Currency
Administrator of National Banks
Washington, DC 20219

Ms. Sheila Bronx
Program Director, Office of Diversity and Inclusion
Board of Governors of the Federal Reserve System
20th Street and Constitution Avenue, N.W.
Washington, DC 20551

New York STATE Bar Association
1 Elk Street
Albany, NY 12207

Office of the City Register, Bronx County

Brooklyn Municipal Building
210 Joralemon Street, 6th Fl.
Brooklyn, NY 11209

Federal Housing Finance Agency
Attn: Office Of Internal Audit
1625 I Street, NW
Washington, DC 20006

United States Postal Inspection Service
Inspection Service Support Group

United States Postal Inspection Service
Inspection Service Support Group
222 S. Riverside Plaza, Ste. 1250
Chicago, IL 60606-6100

Federal Trade Commission
FTC Bureau of Consumer Protection
Consumer Response Center
600 Pennsylvania Ave N.W.
Washington DC 20580

New York Secretary of State
<http://www.dos.state.ny.us/>
123 William St # 20
New York, NY 10038

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor and Case Number: <u>RESIDENTIAL CAPITAL CASE NO: 12-12020</u>		
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <u>JAY WILLIAMS</u>		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.
Name and address where notices should be sent: <u>5731 ADST Rd.</u> <u>BRONX, NY 10471</u>		Court Claim Number: _____ (If known)
Telephone number: _____ email: _____		Filed on: _____
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number: _____ email: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>595,000</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B) <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507(a)(4) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5) <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)().
2. Basis for Claim: _____ (See instruction #2)		Amount entitled to priority: \$ _____
3. Last four digits of any number by which creditor identifies debtor: <u>0602003163</u> <u>1234</u>	3a. Debtor may have scheduled account as: <u>Alison Teamon JAY WILLIAMS</u> (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ <u>595,000</u> Annual Interest Rate _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim. If any: \$ _____ Basis for perfection: <u>QUIET TITLE</u> Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)().
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ <u>595,000</u> (See instruction #6)		
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)		
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted") DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING If the documents are not available, please explain:		
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor <input type="checkbox"/> I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: <u>JAY WILLIAMS</u> Title: <u>PROPERTY OWNER</u> Company: _____ Address and telephone number (if different from notice address above): _____ (Signature) <u>[Signature]</u> (Date) <u>10.22.12</u> Telephone number: _____ Email: _____		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)().
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571		COURT USE ONLY

B 10 Modified (Official Form 101) (12/11) cont.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Claim Pursuant to 11 U.S.C. §503(b)(9):

Check this box if you have a claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim. (See DEFINITIONS, below.)

7. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

8. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

9. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may view a list of filed claims in this case by visiting the Claims and Nouncing Agent's website at <http://www.kccille.net/ResCap>.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.